

Adopted at Meeting of 11/18/59

*Certified
City Clk*

CITY OF BOSTON

in City Council

ORDERED: That the City of Boston enter into an Agreement with the Boston Redevelopment Authority in the following form, and that the Mayor of the City of Boston be, and he hereby is, authorized and empowered to execute and deliver such Agreement in the name and behalf of the City of Boston:

THIS AGREEMENT entered into this day of
19 , by and between the BOSTON REDEVELOPMENT AUTHORITY, herein called the "Authority", a public body politic and corporate, duly organized and existing under the provisions of the Housing Authority Law of the Commonwealth of Massachusetts as set forth in Sections 26I to 26CCC, inclusive, of Chapter 12I of the General Laws of Massachusetts and having its usual place of business in Boston, Suffolk County, Massachusetts, and the CITY OF BOSTON, herein called the "City", a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts,

WITNESSETH THAT

WHEREAS the Authority acting under said Housing Authority Law has found and determined the area in the Roxbury District of Boston bounded generally by Tremont Street, St. Alphonsus Street, Huntington Avenue and Worthington Street to be a decadent and substandard area; and

WHEREAS the Authority acting under said Housing Authority Law has adopted a land assembly and redevelopment plan for such area, a copy of which plan is annexed hereto and hereby made a part hereof; and

WHEREAS the Authority desires to proceed under said Housing Authority Law with the project set forth in such plan but needs financial assistance to do so; and

WHEREAS the City is authorized by said Housing Authority Law to appropriate in aid of the Authority such sums as may be necessary for defraying all of the development, acquisition, and operating costs of a redevelopment project within the City; and

WHEREAS the City has appropriated a certain sum in aid of the Authority for the purposes of said project;

- 2 -

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. Immediately upon approval by the State Housing Board of said project in accordance with the aforesaid Housing Authority Law and receipt of funds pursuant to this Agreement, the Authority will undertake said project in accordance with said land assembly and redevelopment plan and commence and carry out said project as expeditiously as possible.
2. All receipts and expenditures of the Authority allocable to said project shall be set up on the books of the Authority as a separate account, which, together with all records of the Authority pertaining thereto, the Authority shall permit the City Auditor of the City to examine and audit as often as he deems necessary or expedient.
3. After approval of said project as aforesaid, the City will upon demand pay the Authority the sum of One Million Five Hundred Thousand Dollars, which is the present estimate of the cash needed from the City to defray the development, acquisition and operating costs of said project. If before the completion of said project, further cash is needed for such purpose, the City shall upon demand pay to the Authority such further sums as may be necessary for such purpose.
4. Upon completion of the acquisition and development of said project by the Authority, a certified public accountant selected by the City Auditor of the City but engaged by the Authority shall determine the aggregate acquisition and development costs of said project and if all receipts of the Authority from all sources with respect to said project up to the time of its completion shall total an amount in excess of said costs as so determined, such excess shall be paid, without interest, by the Authority to the City.
 - 4 (a). The Authority will not sell, grant or lease any land out of said project (except that provisions of this section with respect to the sale or lease of project land shall not be applicable to any Agreement for Sale or Lease which is in existence prior to the effective date of the approval by the City Council of this Cooperation Agreement) unless the terms of such sale, grant or lease shall have been approved in writing by the Mayor of the City after being duly authorized thereto by the City Council of the City. The provisions of this paragraph are hereby declared to be severable and shall not affect the validity of the other provisions of this Agreement.
5. Not later than the first day of March of each year the Authority will pay to the City all receipts from all sources with

respect to said project during the preceding calendar year after deducting therefrom all operating costs incurred by the Authority with respect to such project in such year.

6. The City, acting by its Mayor, will recommend to the proper board or officer the vacating of such streets, alleys and other public rights-of-way within the project area as may be necessary in the carrying out of said land assembly and re-development plan and the laying out as public streets or ways of all streets and ways, with their adjacent sidewalks, within the project area; and the Authority agrees not to sue the City for any damages for any such vacating or laying out.

7. The City, acting by its Mayor, will recommend to the proper boards or officers such action as may be necessary to waive, change or modify, to the extent necessary or desirable to permit carrying out said project, the statutes, ordinances, rules and regulations regulating land uses in Boston and prescribing health, sanitation and safety standards for buildings in Boston.

8. The City shall cooperate with the Authority by such other lawful actions and in such other lawful ways as may be necessary in connection with the undertaking and carrying out of said project in all its phases, including the relocation of families to be displaced from the project area.

9. No agreement heretofore entered into between the City and the Authority shall be construed to apply to the project covered by this Agreement.

IN WITNESS WHEREOF the Authority and the City have respectively caused this agreement to be duly executed in triplicate as of the day and year first above written.

Boston Redevelopment Authority

(Seal)
Attest:

By: _____
Chairman

Secretary City of Boston

Approved as to form:

By: _____
Mayor

General Counsel

(Seal)
Attest:

City Clerk

Approved as to form:

Corporation Counsel